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KENNEDY LILLIS SCHMIDT & ENGLISH  
Charles E. Schmidt (CS8669)  
75 Maiden Lane - Suite 402  
New York, N.Y. 10038-4816  
Telephone: 212-430-0800  
Telecopier: 212-430-0810  
Attorneys for DEFENDANT

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

PANTA SYSTEMS, INC.,

Plaintiff,

- V. -

CEVA LOGISTICS, formerly known as,  
EAGLE GLOBAL LOGISTICS,

Defendant.

08 Civ. 01014 (MGC)

ANSWER

Defendant, CEVA Logistics U.S., Inc., sued herein as CEVA Logistics and hereinafter referred to as "CEVA," by its attorneys, Kennedy Lillis Schmidt & English, answering the complaint of the plaintiff herein states and alleges as follows.

1. CEVA denies the allegations contained in paragraph 1 of the complaint.

2. CEVA denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the complaint.

3. CEVA admits that plaintiff was the consignee of the shipment consigned to plaintiff pursuant to the terms of CEVA's air waybill no. 62322201, but, except as so admitted, CEVA denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the complaint.

4. CEVA denies the allegations contained in paragraph 4 of the complaint.

5. CEVA denies the allegations contained in paragraph 5 of the complaint.

**ANSWERING COUNT I OF THE COMPLAINT**

6. CEVA admits that on or about November 4, 2006, its predecessor in interest agreed, for valuable consideration, to receive at Champaign, Illinois and to transport to Freemont, California, cargo consisting of one case described as "ELECTRIC EQUIP."

7. CEVA admits that its predecessor in interest issued its Air Bill no. 62322201 (the "Air Bill") and transported the cargo from Champaign, Illinois to Freemont, California.

8. CEVA denies the allegations contained in paragraph 8 of the complaint.

9. CEVA denies the allegations contained in paragraph 9 of the complaint.

10. CEVA denies the allegations contained in paragraph 10 of the complaint.

**ANSWERING COUNT II OF THE COMPLAINT**

11. CEVA repeats each of the foregoing admissions and denials as if the same were fully set forth at length.

12. CEVA denies the allegations contained in paragraph 12 of the complaint.

13. CEVA denies the allegations contained in paragraph 13 of the complaint.

14. CEVA admits that demand has been made upon it to pay \$72,073.52, and that it has not paid such amount, but except as so admitted CEVA denies the allegations contained in paragraph 14 of the complaint.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

15. CEVA's liability, if any, is limited to the sum of \$50.00 in accordance with the terms and conditions contained in the Air Bill.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

16. Carriage of cargo pursuant to the Air Bill was effected pursuant to all the terms and conditions contained in the Air Bill, the contract of carriage, and any applicable tariff(s), and/or service contract(s), pursuant to which CEVA is relieved of liability, in whole or in part.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

17. This action should be dismissed on the ground of forum non conveniens, or, in the alternative, transferred to the United States District Court for the Southern District of Texas, Houston Division, because the terms and conditions contained in the applicable Air Bill specify that venue for any legal proceedings shall be in Harris County, Texas.

WHEREFORE, CEVA requests the Court to enter judgment in its favor, dismissing the complaint with prejudice, together with such other and further relief shall appear just and proper in the premises.

Dated: New York, New York  
May 22, 2008

KENNEDY LILLIS SCHMIDT & ENGLISH  
Attorneys for CEVA

By: s/

Charles E. Schmidt (CS8669)  
75 Maiden Lane - Suite 402  
New York, New York 10038-4816  
Telephone: 212-430-0800